

**MEDIAPOLIS  
COMMUNITY SCHOOL  
DISTRICT**

**MASTER AGREEMENT**

**2006-2008**

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## **ARTICLE I**

### **PREAMBLE**

The Board of Education of the Mediapolis Community School District of Des Moines and Louisa Counties, State of Iowa, hereinafter referred to as the Employer, and the Mediapolis Community Education Association, hereinafter referred to as the Association, agree to negotiate in good faith and further agree as follows:

**ARTICLE II**  
**RECOGNITION**

The Board of Education of the Mediapolis Community School District hereinafter referred to as the "Employer", recognizes the Mediapolis Community Education Association, an affiliate of the Iowa State Education Association, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent for all full-time and regular part-time professional employees, including K-12 self-contained or itinerant teachers, guidance counselors, librarians, special reading teachers, and specific learning disabilities teachers, hereinafter referred to as "professional employees", except for the superintendent, principals, nurses, teacher aides, cooks, custodians, bus drivers, all non-professional employees, and others excluded by Section 4 of the Public Employment Relations Board certification instrument (Case 245 issued by the Public Employment Relations Board, October 21, 1975).

### **ARTICLE III**

#### **IMPASSE PROCEDURES**

In the event of impasse, the Public Employment Relations Act will be followed with the following exceptions: A single mediator, single fact-finder, and single arbitrator will be used, and the method of selecting the single mediator, single fact-finder, and the single arbitrator will follow that method spelled out in Section 22, Subsection 5 of the Act, with representative of the Association making the selection for the employee organization, and a representative of the employer making the selection for the public employer.

**ARTICLE IV**  
**GRIEVANCE PROCEDURES**

A grievance shall mean a complaint that alleges a violation of any of the provisions of this Agreement, or of the individual employee's written contract.

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

The failure of an employee (or, in the event of a notice for binding Arbitration, the Association) to act on any grievance within the prescribed time limits will bar any further appeal of that particular grievance. The failure of an administrator to give a decision within the time limits shall advance the grievance to the next step in the procedure. The time limits may be extended by mutual agreement of the grievant and the administrator; such agreement to be in writing and signed by both parties.

Any investigation or other processing of any grievance shall be conducted so as to result in no interference with, nor interruption of the instructional program and related work activities of the grievant.

The first step in the procedure shall be an attempt to resolve any grievance informal, verbal discussion between the complainant and his, or her principal, or, in his absence, the principal's designated representative.

If a grievance is not resolved informally, as the second step, the aggrieved employee shall at a reasonable time within fifteen (15) school days following the date of the action being grieved, file the grievance in writing and discuss the matter with the principal's designated representative. The written grievance shall be presented on a form, provided by the Employer, stating the nature of the grievance, the specific item or items of the Agreement being grieved, the date of the occurrence, and the remedy requested. The principal shall make a decision on the grievance and communicate it in writing to the grievant and the superintendent within ten (10) school days after receipt of the written grievance.

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within five (5) school days of the principal's written decision, a copy of the grievance with the superintendent, or, in his absence, the Superintendent's designated representative. Within ten (10) school days after such written grievance is filed, the aggrieved and a member of the local Association, if the aggrieved so desires, and the Superintendent shall meet to resolve the grievance. Within ten (10) school days of the meeting, the Superintendent shall file a written decision with the employee and the principal.

If a grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial, binding arbitration. The Association shall, on behalf of the Association and the aggrieved employee, submit a written notice to the Superintendent within thirty (30) days from receipt of the disposition of step three to enter into such arbitration.

The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is presented. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the Public Employment Relations Board will be requested to provide a list of five (5) arbitrators. After casting lots to see who shall make the first deletion, each of the two parties will strike one name from the list. The remaining name shall be the arbitrator for a single grievance. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Association requesting that he set a time and place to meet, subject to the availability of the employer and the Association representatives.

Expenses for the arbitrator's services shall be borne equally by the Employer and the Association.

In arriving at a judgment, the arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Employer and the Association, and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

If any employee or the Association files any claim or complaint in any forum other than under the grievance procedure of this Agreement, the Employer shall not be required to process the same claim or any claim related thereto through the grievance procedure. An Association meeting shall not be considered a "forum" for the purpose of this procedure.

## **ARTICLE V**

### **HOLIDAYS**

Holidays shall include Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day. Paid holidays are included as a part of the employee's contracted services and are not paid in addition to regular salary.

**Article VI**  
**VACATIONS**

Vacation days shall be those non-teaching days which occur within the term of each professional employee's individual contract, which fall during the normal work week of Monday through Friday, which are not holidays as defined in Article V of this Agreement and for which professional employees receive no compensation.

## **ARTICLE VII**

### **LEAVE OF ABSENCE FOR FAMILY ILLNESS**

Employee shall be granted leaves of absence without loss of pay for illness in the immediate family, not to exceed three (3) days per school year, with such leave not cumulative. If an employee has exhausted the provision of three (3) days of leave of absence for family illness, said employee shall have the option to use accumulated sick leave days for the purpose of leave of absence for family illness. In such cases, leave of absence with pay shall be granted the rate of two (2) sick leave days per one (1) day of leave of absence for family illness, in increments of up to ten (10) working days, to a maximum of sixty (60) days of sick/thirty (30) days of leave for family illness. Said immediate family shall be limited to spouse, child, step-child, parent, parent-in-law, or permanent resident in the employee's household for whom the employee is the major caretaker and has responsibility for physical care. The above three (3) days of leave of absence, without the option to use accumulated sick leave, shall be available for the following additional family members: sibling; grandparent; and grandchild.

Requests for leave of absence for family illness shall be directed to the principal. The employee shall be responsible for informing the principal of the nature of the illness, the expected length of leave required and the address and/or phone number at which the employee can be reached during the leave.

Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. The addition of this provision shall not diminish any of the other leaves in this contract.

**ARTICLE VIII**  
**BEREAVEMENT LEAVE**

A leave of absence not to exceed five (5) days shall be granted employees without loss of pay in the event of a death in the immediate family. Said immediate family shall be limited to spouse, children, parent, and other person of immediate household.

A leave of absence not to exceed three (3) days shall be granted the employees without loss of pay in the event of a death in the family, except that up to two (2) additional days may be granted employees without loss of pay, at the discretion of the principal, in instance of travel or other unusual circumstances. Said family shall include grandchild, grandparent, brother, sister, parent-in-law, brother-in-law, sister-in-law, and grandparent-in-law.

For other funeral leave, a personal day may be used. Personal leave days that would be lost due to non-use may be carried over to a maximum of one (1) day for use as bereavement leave for persons not listed above.

**ARTICLE IX**  
**PERSONAL LEAVE**

Employee shall be granted two (2) days of leave per school year for personal reasons without loss of pay. Personal leave may accumulate to four (4) days, with current personal leave days plus prior accumulation not to exceed this four (4) days maximum.

Personal leave shall not be taken during the first two (2) or last two (2) weeks of school, except in case of emergency as solely determined by the district. Exceptions are allowed when necessitated for travel to and attendance at an event not scheduled by the employee. Judgments by the principal shall be neither arbitrary nor capricious, but based on the reasons presented at the time of the request. Such reasons should relate to an event not scheduled by the employee. Events could include, but not be limited to, weddings, graduations, travel complications, or school events.

Personal leave shall be granted only if a suitable substitute can be obtained. Requests for leave shall be made to the principal three (3) days in advance of desired leave, except in case of emergency.

**ARTICLE X**  
**ASSOCIATION LEAVE**

Up to four (4) employee days per school year will be available for members of the Association to attend to Association business, without loss of pay or use of a personal day. Request shall be made to the principal one week in advance of desired leave. The Association shall reimburse the school district for the cost of the substitute.

**ARTICLE XI**  
**COURT LEAVE**

If a professional employee is subpoenaed to appear in court or is selected for jury duty, the employee will be allowed to do so without loss of pay or use of personal leave. Said employee would relinquish to the school district any compensation received for such appearance, but will be allowed to retain pay for mileage and meals.

**ARTICLE XII**  
**LEAVE EXTENSIONS**

Extensions to any leaves of absence and leaves of absence not specified in this Agreement may be granted at the discretion of the Superintendent of Schools. Said leaves shall be requested by the employee, shall be without pay, and not to exceed ten (10) days in duration. Each day of unpaid leave extension, for vacation purposes, will reduce accumulated sick leave by one (1) day. Requests for extensions of a longer duration shall be directed to the Board of Education and may be granted at its discretion, not to exceed one year.

## **ARTICLE XIII**

### **SICK LEAVE**

Full-time professional employees shall be entitled to fifteen (15) days of paid sick leave per school year. Unused sick leave, which includes the current year's allowance, shall be cumulative to a total of one hundred twenty-five (125) days and may be used by the employee at any time during the contract year. No sick leave may be retained by an employee who has been terminated, except as provided under Article XXI of this Agreement.

The employee shall provide reasonable evidence, as deemed necessary by the principal, including, but not limited to a medical doctor's statement, in each instance of use, confirming the necessity of such leave of absence.

Part-time employees shall be entitled to a leave of absence for personal illness or injury with full pay on a pro rata basis on one day of normal part-time employment to a day of sick leave, e.g. for a part-time employee whose normal work day is two (2) hours, a "day of sick leave" would be two (2) hours long.

To allow the employer time for planning and obtaining substitutes, an employee will notify the employer of a foreseeable disability as soon as such condition is known to the employee.

Within three (3) school days of receipt of a payment from the insurance company or a worker's compensation claim, the employee shall report said payment to the Superintendent, including the date and an itemization of the amount.

## **ARTICLE XIV**

### **PHYSICAL EXAMINATION**

The employer shall pay up to one hundred (\$100) dollars minus any insurance payment to the employee toward the cost on any physical examination required as a condition of employment. The employee is required to submit the cost of the physical examination to the insurance company by which the employee is covered and show the appropriate documentation to the board secretary/treasurer for computation for payment.

**ARTICLE XV**  
**HEALTH AND ACCIDENT INSURANCE**

The employer will pay eight hundred and five dollars (\$805.00) per month toward the cost of health, accident and major medical insurance for each full-time professional employee and the employee's family and four hundred and two dollars and fifty cents (\$402.50) per month for each half-time professional employee and the employee's family. Employees may select single coverage, family coverage, or no coverage. In the event the employee selects single coverage, the employer will apply the difference between pay eight hundred and five dollars (\$805.00) four hundred and five dollars and fifty cents (\$405.50), (where applicable) to a tax-sheltered annuity selected by the employee. If the employee selects no coverage, the entire amount will be applied to a tax-sheltered annuity of the employee's choice or cash minus the district portion and the employee's portion of FICA and IPERS and any other normal withholdings for payment of wages.

Changes in coverage elected by the employee must be made in accordance with the rules of the insurance carrier's plan. Newly hired employees shall file their written election not less than ten days prior to the first pay period following the date of employment.

For the 2007-2008 Contract the parties agree to the following:

If New Money is up to .99%, Then Total Cost is	4.05%
1-2.49%	4.21%
2.5-3.99%	4.46%
4-5.99%	4.94%
6-7.99%	5.52%
Over 8%	6.00%

The Total Cost will cover the Health Insurance increase with the remainder going to the Base Salary.

## **ARTICLE XVI**

### **LONG TERM DISABILITY INSURANCE**

The employers shall pay the cost of the premium for long term disability insurance under the terms of any such insurance purchased by the Employer, with a maximum benefit of \$2,000. The rate to be 66% times the monthly salary. The maximum monthly salary is \$3,333.33.

**ARTICLE XVII**  
**LIFE INSURANCE**

The Employer shall pay the cost of the premium for term life insurance in the amount of \$50,000 for each insurable, full-time professional employee.

**Article XVIII**  
**SALARY SCHEDULE**

**2006-2007**

<b><u>EXPERIENCE</u></b>	<b><u>BA</u></b>	<b><u>BA&amp;10</u></b>	<b><u>BA&amp;20</u></b>	<b><u>MA</u></b>	<b><u>MA&amp;15</u></b>	<b><u>MA&amp;30</u></b>
1st Year	\$22,490	\$23,390	\$24,289	\$25,189	\$26,088	\$26,988
2nd Year	\$23,390	\$24,289	\$25,189	\$26,088	\$26,988	\$27,888
3rd Year	\$24,289	\$25,189	\$26,088	\$26,988	\$27,888	\$28,787
4th Year	\$25,189	\$26,088	\$26,988	\$27,888	\$28,787	\$29,687
5th Year	\$26,088	\$26,988	\$27,888	\$28,787	\$29,687	\$30,586
6th Year	\$26,988	\$27,888	\$28,787	\$29,687	\$30,586	\$31,486
7th Year	\$27,888	\$28,787	\$29,687	\$30,586	\$31,486	\$32,386
8th Year	\$28,787	\$29,687	\$30,586	\$31,486	\$32,386	\$33,285
9th Year	\$29,687	\$30,586	\$31,486	\$32,386	\$33,285	\$34,185
10th Year	\$30,586	\$31,486	\$32,386	\$33,285	\$34,185	\$35,084
11th Year	\$31,486	\$32,386	\$33,285	\$34,185	\$35,084	\$35,984
12th Year	\$32,386	\$33,285	\$34,185	\$35,084	\$35,984	\$36,884
13th Year	\$33,285	\$34,185	\$35,084	\$35,984	\$36,884	\$37,783
14th Year	\$33,960	\$35,084	\$35,984	\$36,884	\$37,783	\$38,683
15th Year		\$35,759	\$36,884	\$37,783	\$38,683	\$39,582
16th Year			\$37,558	\$38,683	\$39,582	\$40,482
17th Year				\$39,358	\$40,482	\$41,382
18th Year					\$41,157	\$42,281
19th Year						\$42,956

Employees shall be granted one increment or vertical step on the schedule for a year of service within this school district or one half increment or vertical step for a half year of service within this school district until the maximum level is reached in the employee's educational lane or designation. A year of service consists of employment in the Mediapolis Community School district for 110 consecutive teaching days or more in one school year and one half year of service consists of employment for 55 consecutive teaching days or more but less than 110 days in one school year.

Only graduate credits, which have been previously approved by the employer or the employer's designated representative, will be accepted for horizontal movement on the salary schedule. Horizontal movements to the appropriate educational lane shall be accomplished when the employee files suitable evidence or earned credit with the employer no later than September 10 of the school year in which said movement is to take place.

Employees will advance vertically as well as horizontally when they meet the requirements for both vertical and horizontal movement.

Each employee newly hired subsequent to the date of this agreement will be placed no higher than the proper step of the salary schedule which reflects previous similar experience and educational level.

# **Article XIX** **Supplementary Schedule**

**2006-2007**

BASE SALARY: \$22,490

## **HIGH SCHOOL ACTIVITIES**

Position	Percent	Pay	No.
Head Football Coach	14%	\$3,149	1
Head Boys' Basketball Coach	14%	\$3,149	1
Head Girls' Basketball Coach	14%	\$3,149	1
Head Wrestling Coach	14%	\$3,149	1
Head Volleyball Coach	14%	\$3,149	1
Head Baseball Coach	12%	\$2,699	1
Head Girls Softball Coach	12%	\$2,699	1
Head Boys' Track Coach	11%	\$2,474	1
Head Girls' Track Coach	11%	\$2,474	1
Head Vocal	11%	\$2,474	1
Head Instrumental	11%	\$2,474	1
Asst. Football	9%	\$2,024	3
Asst. Basketball	9%	\$2,024	2
Asst. Wrestling	9%	\$2,024	1
Asst. Volleyball	9%	\$2,024	1
AV Coordinator	8%	\$1,799	1
Bus Coordinator	8%	\$1,799	1
Golf	8%	\$1,799	1
Cross Country (Boys & Girls)	8%	\$1,799	1
Large Group Speech Activity	7%	\$1,574	2
Individual Speech Activity	7%	\$1,574	2
Asst. Track Coach	7%	\$1,574	2
Asst. Baseball Coach	7%	\$1,574	1
Asst. Softball Coach	7%	\$1,574	1
Yearbook	5%	\$1,125	1
Mock Trial	5%	\$1,125	1
Musical Drama Coach	5%	\$1,125	2
Spring Drama Coach	5%	\$1,125	1
Color Guard Activity Director	5%	\$1,125	1
Jazz Band Director	5%	\$1,125	1
FCCLA	5%	\$1,125	1
SADD	5%	\$1,125	1
Ass't Golf	4%	\$ 900	1
HS Science Club	3%	\$ 675	1

#### MIDDLE SCHOOL COACHES

Football	7%	\$1,574	1
Boys' & Girls' Basketball(2 people)	7%	\$1,574	2
Asst. Boys' & Girls' Basketball(2 people)	6%	\$1,349	2
Wrestling	7%	\$1,574	1
Volleyball	7%	\$1,574	1
Asst. Volleyball	5%	\$1,125	1
Boys' Baseball	7%	\$1,574	1
Asst. Boys' Baseball	5%	\$1,125	1
Girls' Softball	7%	\$1,574	1
Asst. Girls' Softball	5%	\$1,125	1
Boys & Girls Track(2 people)	7%	\$1,574	1
Asst. Boys' & Girls' Track	5%	\$1,125	1
Asst. Football	6%	\$1,349	1

#### OTHER

Cheerleader Sponsor(High School)	4%	\$ 900	1
Technical Director	3%	\$ 675	1
Cheerleader Sponsor (Middle School)	2%	\$ 450	1
School Newspaper	1%	\$ 225	1
Junior Class Sponsor (3 people)	1%	\$ 225	3
Art Coordinator	1%	\$ 225	1

The supplemental pay schedule provides for 0.5% increase per year per position for experience up to six years, or a total of 3%. There will be no retroactive credit for prior years of experience and the first year of experience under the schedule would be for the 1991-92 school year. The net result being that no teacher on the supplemental schedule will reach maximum pay until a seven year time span has elapsed starting with the 1991-92 school year. Any coach moving to a sport position compensated at a higher percentage will start at 0 experience unless the employee would receive no increase in salary over what the employee would have received in his/her current position. Then, the employee will receive 1 or more years of experience increases to the point where a raise takes place. Any employee moving to a sport position compensated at a lower percentage will receive full credit for years of experience accrued at the previous position.

**Article XX**  
**EXCELLENCE**

This article has been excluded from this contract. See letter of understanding for further explanation.

**Article XXI**  
**PROCEDURES FOR STAFF REDUCTION**

When, in the sole, exclusive and final judgment of the employer, decline in enrollment, reduction of program or any other reason requires reduction in staff, this reduction will be accomplished in accordance with the following procedures:

The employer will first attempt to accomplish the necessary reduction by attrition in the position(s) which is to be reduced. If there is no attrition in the position(s) to be reduced, but attrition in another position(s), the employer will then attempt to accomplish the necessary staff reduction by reassignment of the professional employee(s) in the position(s) to be reduced and other professional employees as may be required. Such reassignment will be made only when in the judgment of the employer, it will have no adverse effect on the quality of the educational program in the district.

When necessary staff reduction cannot be accomplished by attrition, or attrition and reassignment as described above, the employer will next base the decision regarding the employee(s) to be reduced on the specific needs of the district. An employee(s) who is adjudged by the employer to meet a specific need of the district will be retained over an employee(s) who is adjudged to meet no specific need of the district.

If a choice must be made between two or more professional employees, both of whom either meet a specific need of the district or do not meet a specific need of the district, the employer will next consider the relative skill, ability, competence, certification, qualifications and experience (in the district) of these professional employees relative to available work. An employee(s) adjudged by the employer to have the greater skill, ability, competence, certification, qualification and experience will be retained over an employee(s) adjudged to have lesser skill, ability, competence, certification, qualifications and experience.

If a choice must be made between two or more professional employees, both of whom either meet a specific need of the district or do not meet a specific need of the district and who are adjudged to be equal in skill, ability, competence, certification, qualifications and experience, the employee(s) with the greater continuous length of service in the Mediapolis Community School District will be retained.

Length of service (seniority) will be determined by the initial date of employment, i.e. the date on which each employee signed his/her initial individual contract. In case of two or more employees having the same initial signing date, the tie shall be broken by the lowest four final digits of the employees' social security number (with the lowest being the least senior). Part time employees' seniority shall be prorated. The seniority list shall be published by October 1. Employees shall have 10 working days to notify the superintendent of any discrepancies.

Any professional employee terminated pursuant to these procedures shall have the recall rights to a position for which he/she is certified and qualified for two years from the August 30th following termination. Professional employees will be recalled to positions for which they are certified and qualified in reverse order of their termination. When two or more professional employees are terminated at the same time, the order of recall will be according to the seniority list established in the above paragraph. Professional employees with recall eligibility shall be recalled before voluntary or involuntary transfers are made.

Notice of recall will be given by personal delivery or by registered or certified mail to the last known address furnished to the Board by the employee. A copy of such notice of recall will be furnished simultaneously to the Association by personal delivery or ordinary mail. If the employee fails to respond by personal delivery or by registered or certified mail within ten (10) working days (exclusive of weekends) after receipt of the notice of recall, the employee will be deemed to have refused the recall offer. The employee shall be informed of the ten (10) day limitation in the recall notice.

A professional employee may decline an open position without forfeiting recall rights. Recalled employees shall retain all previously accumulated sick leave and personal leave and be placed on the salary schedule as if continuously employed by the district. Terminated employees who are recalled during the period of eligibility for recall will be considered as continuously employed by the district when computing their length of service for use as specified in paragraph five of this article. It is the responsibility of an employee who is eligible for recall to keep the employer informed of his/her current address and availability.

**ARTICLE XXII**  
**PROCEDURES FOR EVALUATION**

Procedures for evaluation shall follow those outlined in the "Evaluation Handbook for Certified Personnel." This handbook will be distributed at or about the same time as copies of this Master Agreement is distributed. The evaluation procedure/instrument shall be scheduled for review every three (3) years by a committee representing the District and the Association. Changes suggested through the committee process will be considered in Master Agreement negotiations in accordance with Iowa law.

Each employee shall initial the evaluation form and receive an initialed copy of said evaluation form for his/her own personal use.

If the said employee feels her/his evaluation is incomplete, inaccurate, or unjust, he/she may put her/his objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by the evaluator and the employee to indicate awareness of the content.

An employee shall have the right to grieve an evaluation on the basis of its content and/or the procedure.

"Meeting expectations" signifies the teacher is performing at an "above average" level.

**Article XXIII**  
**DUES DEDUCTION**

Any professional employee, who is a member of the Association, may authorize a payroll deduction of professional dues by presenting a completed and signed form to the employer. Said authorization shall be presented no later than September 10, with deductions beginning only with the September check. Deductions shall be made in twelve (12) equal installments at no cost to the professional employee or the Association. Commencing after the September checks, monthly, the Secretary of the Board shall forward to the Association the sum of dues deductions for that month.

Professional dues shall be limited to regular fees for membership in the Association, but shall not include special assessments, back dues, fines, initiation fees, similar items, or dues owed to other voluntary organizations.

Termination of the deductions may be authorized in writing during any month, but no later than ten (10) days prior to an established pay period.

The Employer, each individual Board member, District Secretary, District Treasurer, and each administrator shall be indemnified and held harmless against any and all claims, costs, suits or other forms of liability and all court costs arising out of the dues deduction procedures.

It shall be the sole responsibility of the Association to inform members of the dues deduction systems and to provide the necessary authorization and termination forces.

**Article XXIV**  
**PRINTING AGREEMENT**

It shall be the responsibility of the Association to print and distribute copies of this Agreement to members of the Association.

## **Article XXV**

### **TRANSFER PROCEDURES**

Movement of an employee to a vacant position from one building, grade level, or subject area to another building, grade level, or subject area based upon the request of the employee, is a voluntary transfer.

Movement of an employee to a vacant position from one building, grade level, or subject area to another building, grade level, or subject area, as determined and directed by the Employer and not based upon the request of the employee, is an involuntary transfer.

A vacant position or vacancy exists when a current position becomes available because of voluntary transfer, death, retirement, resignation or termination of an employee. A position will be considered vacant upon declaration by the Board of Education at its meeting. The granting of a leave of absence does not create a vacancy.

During the school year, the Superintendent shall post a notice of all vacant positions. The notice shall be posted in the administrative office of each building for a period of fourteen (14) calendar days.

During the summer months, the Superintendent shall furnish to the Association and post a notice of all vacant positions. The notice shall be posted in the administrative offices of each building for a period of fourteen (14) calendar days. Employees who wish to be kept informed during the summer months of specific vacant positions for which they are qualified shall file a written request in the administrative offices prior to the last day of scheduled classes. A copy of the notice will be mailed.

A request for voluntary transfer shall be in writing and shall include the following: Name of applicant; building, grade level, or subject area desired; summary of teaching experience (both within and outside the district); certification; and reasons for requesting the transfer. Requests for transfer will be received until the closing of the business office on the final day of posting.

In making a determination upon whether to grant a request for a voluntary transfer or not, the Employer shall consider the needs of the school district, the applicant's certification, educational preparation and experience, and the relative skill, ability, competence and qualifications of the applicant. An employee(s) adjudged by the Employer to have the greater skill, ability, competence, certifications, qualifications, and experience will be given preferential consideration for the vacancy over an employee(s) adjudged to have lesser skill, ability, competence, certification, qualifications, and experience. If a choice must be made between two or more professional employees who are adjudged to have equal skill, ability, competence, certification, qualifications, and experience, the employee with the greatest continuous length of service in the Mediapolis Community District will be granted the request for a voluntary transfer.

If an employee's request for a voluntary transfer is denied, the employee shall receive written notice of the denial, stating specific reasons for the denial.

When a vacancy exists current employees desiring to voluntarily transfer will be given preference to fill the vacancy over making a new hire, however the vacancy may be temporarily filled to the end of the school year to avoid disruption of a program. After posting, the position will be awarded for the following year.

Nothing in this article will supersede any procedures specified in Article XXI--Procedures for Staff Reduction.

## **Article XXVI**

### **EARLY DISMISSAL INSERVICE EDUCATION**

Within the confines of the normal working day, school may be dismissed early or begun later for students while faculty members attend inservice activities. Inservice activities will include curriculum and staff development and may include activities that could be used for certification credit.

The administration will schedule up to ten early dismissal inservice meetings. Faculty input is normally requested in planning and assisting with these meetings.

If the association wishes to advise the administration on possible topics including schedule rotation for these meetings, they shall request a meeting with the superintendent prior to March 1 of the preceding year. The superintendent shall schedule a meeting prior to March 20 to discuss the association's request.

## **Article XXVII**

### **SAVINGS**

If any position or part of this Agreement is declared by proper legislative, executive or judicial authority to be void or illegal during the term of this Agreement, such provision shall become inoperative and null and void, but all other provisions of the Agreement shall remain in full force and effect for the term of this Agreement.

## **Article XXVIII**

### **FINALITY AND EFFECT OF AGREEMENT**

This Agreement supersedes and cancels all previous agreements between the Employer and the Association or any employees, unless expressly stated to the contrary herein, and constitutes the entire Agreement between the parties, and concludes collective negotiations for its term.

Past practices shall not constitute part of this Agreement. No oral agreement shall, in any manner, modify the terms hereof.

**Article XXIX**  
**PREPARATION TIME**

All teachers, including specialist teachers, (Music, P.E., Art) shall be entitled to preparation and planning time during the student day and shall receive an average of forty (40) minutes per day for grades K-3, an average of forty (40) minutes per day for grades 4-6 and for grades 7-12 a daily preparation and planning period equal to a student instruction period. The administration will attempt to make this time continuous on a daily basis.

## **Article XXX**

### **COMPLAINT**

In the event complaint proceedings concerning alleged sexual or physical abuse of a student by a teacher are initiated under Chapter 102 of the Iowa Administrative Code, the teacher involved shall be notified of any Level II investigation as is provided for in said Chapter 102.

## **Article XXXI**

### **LUNCH**

Employees will have a duty free lunch of thirty continuous minutes each day.

## Article XXXII

### TERM

This Master Agreement shall be effective for the 2006-08 school years, which shall commence on July 1, 2006, and end on June 30, 2008. For the 2006-07 Contract the parties agree to the following: Total Cost 4.02% to be divided by the MCEA between the base salary and health insurance.

In witness thereof:

**Mediapolis Community  
Education Association**

Gregory W. Warrall  
Association

8-31-06  
Date

**Mediapolis Community  
School District**

Michael Brown  
President

8/14/06  
Date

[Signature]  
Chief Negotiator

8/30/06  
Date

[Signature]  
Chief Negotiator

7-26-06  
Date